

ARMY MISSION

Agreement signed at Washington February 21, 1949

Entered into force February 21, 1949

*Extended by agreement of October 6 and November 4, 1954*¹

*Supplemented by agreement of July 13 and September 16, 1955*²

*Amended by agreement of February 18 and March 31, 1959*³

63 Stat. 2334; Treaties and Other
International Acts Series 1892

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA

In conformity with the request of the Government of the Republic of Colombia to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men to constitute an Army Mission to the Republic of Colombia under the conditions specified below:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of this Mission is to cooperate with the Ministry of War and the Chief of Staff and with the personnel of the Colombian Army with a view to enhancing the efficiency of the Colombian Army in branches to be determined and wherever required by the Ministry of War of Colombia under the conditions as outlined in Article 7.

ARTICLE 2. (a) This Mission shall continue for a period of four years from the date of the signing of this Agreement by the accredited representatives of the Government of the United States of America and the Government of the Republic of Colombia unless previously terminated or extended as hereinafter provided. Any member of the Mission may be recalled by the Government of the United States of America after the expiration of two years of service, in which case another member shall be furnished to replace him.

¹ 5 UST 2904; TIAS 3146.

² 6 UST 3904; TIAS 3393.

³ 10 UST 745; TIAS 4210.

(b) The military personnel now serving with the United States Military Mission may continue in their duties under the conditions of this Agreement, in which case their period of previous service in Colombia will be credited.

ARTICLE 3. If the Government of the Republic of Colombia should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect six months before the expiration of this Agreement.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of four years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America, subject to a thirty-day written notice to the Government of the Republic of Colombia.

ARTICLE 5. This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of the Republic of Colombia at any time when either country is involved in domestic or foreign hostilities.

TITLE II

Composition and Personnel

ARTICLE 6. This Mission shall consist of such personnel of the United States Army as may be agreed upon by the Ministry of War of Colombia and by the Department of the Army of the United States of America through its authorized representatives.

TITLE III

Duties, Rank and Precedence

ARTICLE 7. The personnel of the Mission shall perform such duties as may be agreed upon between the Ministry of War of Colombia and the Chief of the Mission.

ARTICLE 8. The members of the Mission shall be responsible solely to the Ministry of War of Colombia through the Chief of the Mission.

ARTICLE 9. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army. The members of the Mission shall wear the uniform of the United States Army to which they shall be entitled, but shall have precedence over all Colombian officers of the same rank.

ARTICLE 10. Each member of the Mission shall be entitled to all benefits and privileges which the Regulations of the Colombian Army provide for Colombian officers and subordinate personnel of corresponding rank, such

as the usual ones relative to honors, travelling expenses, and medical attention.

ARTICLE 11. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Army.

TITLE IV

Compensation and Perquisites

ARTICLE 12. Members of the Mission shall receive from the Government of the Republic of Colombia such net annual compensation in United States currency, as may be agreed upon between the Government of the United States of America and the Government of the Republic of Colombia for each member through the Embassy of the United States of America in Bogota and the Ministry of War of Colombia. This compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. The compensation shall not be subject to any tax, now or hereafter in effect, of the Government of the Republic of Colombia or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Ministry of War of Colombia in order to comply with the provision of this Article that the compensation agreed upon shall be net.

ARTICLE 13. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission, and, except as otherwise expressly provided herein, shall continue, following the termination of duty with the Mission, for the return voyage to the United States of America and thereafter for the period of any accumulated leave which may be due.

ARTICLE 14. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from Colombia, and such payment shall be computed for travel by sea, air, or land, or any combination thereof, to the actual port of entry of the United States of America.

ARTICLE 15. (a) Each member of the Mission and his family shall be furnished by the Government of the Republic of Colombia with first-class accommodations for travel required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in Colombia for the outward voyage, and also between his official residence in Colombia and the port of entry in the United States of America for the return voyage. The Government of the Republic of Colombia shall also pay all expenses of shipment of household effects, baggage, and automobile of each member of the Mission between the port of embarkation in the United States of America and his official residence in Colombia. All expenses incidental to the transportation of such household effects, baggage, and automobile from his official residence in Colombia to the port of entry

in the United States of America shall also be paid by the Government of the Republic of Colombia. Transportation of such household effects, baggage, and automobile, shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided herein, or when such shipments are necessitated by circumstances beyond their control. Payment of expenses for the transportation of families, household effects, and automobiles in the case of personnel who may join the Mission for temporary duty at the request of the Ministry of War of Colombia, shall not be required under this Agreement, but shall be determined by negotiations between the United States Department of the Army and the authorized representative of the Ministry of War of Colombia in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

(b) Except as otherwise agreed upon, the Government of the Republic of Colombia shall not be obliged to cover the expenses of the return of any member of the Mission who has been recalled by the Government of the United States of America prior to the completion of two years' service. And in case such recalled member is replaced, the expenses connected with transporting the replacing officer to his station in Colombia shall be incumbent upon the Government of the United States of America.

(c) If upon the request of the Government of the Republic of Colombia any member of the Mission is recalled, all expenses connected with such return shall be incumbent upon the Government of the Republic of Colombia. And in case such officer is replaced, the expenses connected with transporting the replacing officer to his station in Colombia shall be incumbent upon the Government of the Republic of Colombia.

ARTICLE 16. The Government of the Republic of Colombia shall grant, upon request of the Chief of the Mission, exemption from customs duties on articles imported by the members of the Mission for their personal use and for the use of members of their families.

ARTICLE 17. Compensation for transportation and travelling expenses in the Republic of Colombia on official business of the Government of the Republic of Colombia shall be provided by the Government of the Republic of Colombia in accordance with the provisions of Article 10.

ARTICLE 18. The Government of the Republic of Colombia shall provide the Chief of the Mission with a suitable automobile with chauffeur, for use on official business. Suitable motor transportation with chauffeur shall on call be made available by the Government of the Republic of Colombia for use by the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 19. The Government of the Republic of Colombia shall provide suitable office space and facilities for the use of the members of the Mission.

ARTICLE 20. If any member of the Mission, or any of his family should die in Colombia, the Government of the Republic of Colombia shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of the Republic of Colombia shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their baggage, household effects and automobile shall be provided as prescribed in Article 15. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on Colombian official business, shall be paid to the widow of the deceased member or to any other person who may have been designated in writing by the deceased while serving under the terms of this Agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensations due the widow, or other person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of the said member.

TITLE V

Requisites and Conditions

ARTICLE 21. So long as this Agreement, or any extension thereof, is in effect, the Government of the Republic of Colombia shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Colombian Army except by mutual agreement between the Government of the United States of America and the Government of the Republic of Colombia.

ARTICLE 22. Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 23. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

ARTICLE 24. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

ARTICLE 25. The leave specified in the preceding Article may be spent in Colombia, in the United States of America or in other countries, but the

expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in the preceding Article.

ARTICLE 26. The Government of the Republic of Colombia agrees to grant the leave specified in Article 24 upon receipt of written application, approved by the Chief of the Mission with due consideration for the convenience of the Government of the Republic of Colombia.

ARTICLE 27. Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacement, except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 28. The Government of the Republic of Colombia shall provide suitable medical attention to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Ministry of War of Colombia, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Colombia shall be paid by the Government of the Republic of Colombia. If the hospitalized member is a commissioned officer, he shall pay his cost of subsistence, but if he is an enlisted man, the cost of subsistence shall be paid by the Government of the Republic of Colombia. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family, except as may be provided under Article 10.

ARTICLE 29. Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, Dean Acheson, Secretary of State of the United States of America, and Gonzalo Restrepo-Jaramillo, Ambassador Extraordinary and Plenipotentiary of the Republic of Colombia at Washington, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish languages, at Washington, this 21st day of February, 1949.

For the Government of the United States of America:
DEAN ACHESON

For the Government of the Republic of Colombia:
GONZALO RESTREPO JARAMILLO